

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

ZF MERITOR LLC and MERITOR
TRANSMISSION CORPORATION,

Plaintiff,

v.

EATON CORPORATION,

Defendant.

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)
) Civ. No. 06-623-SLR
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VERDICT SHEET

Dated: October 7, 2009

We, the jury, unanimously find as follows:-----

I. Relevant Markets

1. Did plaintiffs prove, by a preponderance of the evidence, that the relevant product markets in this case are the market for heavy-duty linehaul truck transmissions and the market for heavy-duty performance truck transmissions?

"Yes" is a finding for plaintiffs. "No" is a finding for defendant. Yes

Heavy duty linehaul? Yes _____ No _____

Heavy duty performance? Yes _____ No _____

If your answer is "Yes," to either of the above proceed to Question

2.

If your answer is "No," to both of the above do not consider any additional questions. Please sign this verdict sheet and inform the court security officer that you have reached a verdict.

2. Did plaintiffs prove, by a preponderance of the evidence, that the relevant geographic market is North America?

"Yes" is a finding for plaintiffs. "No" is a finding for defendant

Yes _____ No _____

If your answer is "Yes," proceed to Question 3.

If your answer is "No," do not consider any additional questions. Please sign this verdict sheet and inform the court security officer that you have reached a verdict.

II. Plaintiffs' Section I Unreasonable Restraint of Trade Claim

3. Did plaintiffs prove, by a preponderance of the evidence, the existence of a contract, combination or conspiracy between defendant and others?

"Yes" is a finding for plaintiffs. "No" is a finding for defendant.

Yes _____ No _____

If your answer is "Yes," proceed to Question 4.

If your answer is "No," proceed to Question 6.

4. Did plaintiffs prove, by a preponderance of the evidence, that the contract, combination or conspiracy unreasonably restrained trade?

"Yes" is a finding for plaintiffs. "No" is a finding for defendant.

Yes _____ No _____

If your answer is "Yes," proceed to Question 5.

If your answer is "No," proceed to Question 6.

5. Have plaintiffs proven by a preponderance of the evidence that any contract(s), combination, or conspiracy that you found in question _____ had a harmful effect on competition in a relevant product and geographic market(s)?

Yes _____ No _____

"Yes" is a finding for plaintiffs. "No" is a finding for defendant.

If Yes, please specify any such contract:

Freightliner agreement? Yes _____ No _____

Volvo/Mack agreement? Yes _____ No _____

International agreement? Yes _____ No _____

Paccar agreement? Yes _____ No _____

Proceed to Question _____.

6. Did defendant prove, by a preponderance of the evidence, that its anticompetitive conduct (as per Question _____) had competitive benefits?

"Yes" is a finding for plaintiffs. "No" is a finding for defendant.

Yes _____ No _____

If your answer is "Yes," proceed to Question _____.

If your answer is "No," proceed to Question _____.

7. Did plaintiffs prove, by a preponderance of the evidence, that the competitive harms outweigh the competitive benefits?

"Yes" is a finding for plaintiffs. "No" is a finding for defendant.

Yes _____ No _____

If your answer is "Yes," proceed to Question _____.

If your answer is "No," proceed to Question _____.

5.8. Did plaintiffs prove, by a preponderance of the evidence, that defendant's unreasonable restraint of trade caused plaintiffs to suffer antitrust injuries?

"Yes" is a finding for plaintiffs. "No" is a finding for defendant

Yes _____ No _____

Proceed to Question 6.

III. Plaintiffs' Section 2 Monopolization Claim

6.9. Did plaintiffs prove, by a preponderance of the evidence, that defendant possessed monopoly power – that is, did defendant have the power to control prices and exclude competition – in the relevant markets you identified in response to Questions 1 and 2?

"Yes" is a finding for plaintiffs. "No" is a finding for defendant

Yes _____ No _____

If your answer is "Yes," proceed to Question 7.

If your answer is "No," proceed to Question 12.

7.10. Did plaintiffs prove, by a preponderance of the evidence, that defendant engaged in anticompetitive conduct?

"Yes" is a finding for plaintiffs. "No" is a finding for defendant

Yes _____ No _____

If your answer is "Yes," proceed to Question 8.

If your answer is "No," proceed to Question 12.

8.11. Did plaintiffs prove, by a preponderance of the evidence, that defendant willfully acquired or maintained monopoly power (as per Question 6) in a relevant market (as per Questions 1 and 2) by engaging in anticompetitive conduct (as per Question 7)?

"Yes" is a finding for plaintiffs. "No" is a finding for defendant.

Yes _____ No _____

If your answer is "Yes," proceed to Question 9.

If your answer is "No," proceed to Question 12.

12. Which contracts, if any, have plaintiffs proven by a preponderance of the evidence defendant used to willfully acquire or maintain monopoly power?

Please specify any such contract:

Freightliner agreement? Yes No

Volvo/Mack agreement? Yes No

International agreement? Yes No

Paccar agreement? Yes No

Proceed to Question .

9.13. Did defendant prove, by a preponderance of the evidence, that its anticompetitive conduct (as per Question 7) had competitive benefits?

"Yes" is a finding for plaintiffs. "No" is a finding for defendant.

Yes _____ No _____

If your answer is "Yes," proceed to Question 10.

If your answer is "No," proceed to Question 12.

10.14. Did plaintiffs prove, by a preponderance of the evidence, that the competitive harms outweigh the competitive benefits?

"Yes" is a finding for plaintiffs. "No" is a finding for defendant.

Yes _____ No _____

If your answer is "Yes," proceed to Question 11.

If your answer is "No," proceed to Question 12.

11.15. Did plaintiffs prove, by a preponderance of the evidence, that defendant's monopolization caused plaintiffs to suffer antitrust injuries?

"Yes" is a finding for plaintiffs. "No" is a finding for defendant.

Yes _____ No _____

If your answer is "Yes," proceed to Question 16.

If your answer is "No," proceed to Question 12.

16. For any injury you found in response to question _____, do you find by a preponderance of the evidence that any such injury to plaintiffs was caused by a reduction in

competition, acts that would lead to a reduction in competition, or acts that would otherwise harm consumers?

Yes

No

Proceed to Question

IV. Plaintiffs' Section 2 Attempt to Monopolize Claim

12.17. Did plaintiffs prove, by a preponderance of the evidence, that defendant engaged in anticompetitive conduct (as per Question 7)?

Yes" is a finding for plaintiffs. "No" is a finding for defendant.

Yes _____

No _____

If your answer is "Yes," proceed to Question 13.

If your answer is "No," proceed to Question 16.

13.18. Did plaintiffs prove, by a preponderance of the evidence, that defendant had a specific intent to achieve monopoly power in the relevant markets identified in Questions 1 and 2?

Yes" is a finding for plaintiffs. "No" is a finding for defendant.

Yes _____

No _____

If your answer is "Yes," proceed to Question 14.

If your answer is "No," proceed to Question 16.

19. Which contracts, if any, have plaintiffs proven by a preponderance of the evidence that defendant entered into with the specific intent to achieve monopoly power in the relevant markets identified in Questions 1 and 2?

Please specify any such contract:

Freightliner agreement? Yes _____ No _____

Volvo/Mack agreement? Yes _____ No _____

International agreement? Yes _____ No _____

Paccar agreement? Yes _____ No _____

Proceed to Question

20. Did defendant prove, by a preponderance of the evidence, that its anticompetitive conduct (as per Question) had competitive benefits?

"Yes" is a finding for plaintiffs. "No" is a finding for defendant.

Yes _____ No _____

If your answer is "Yes," proceed to Question .

If your answer is "No," proceed to Question .

21. Did plaintiffs prove, by a preponderance of the evidence, that the competitive harms outweigh the competitive benefits?

"Yes" is a finding for plaintiffs. "No" is a finding for defendant.

Yes _____ No _____

If your answer is "Yes," proceed to Question .

If your answer is "No," proceed to Question .

14.22. Did plaintiffs prove, by a preponderance of the evidence, that there was a dangerous probability that defendant would achieve its goal of monopoly power in the relevant markets identified in Questions 1 and 2?

Yes" is a finding for plaintiffs. "No" is a finding for defendant.

Yes _____ No _____

If your answer is "Yes," proceed to Question 15.

If your answer is "No," proceed to Question 16.

Yes _____ No _____

15.23. Did plaintiffs prove, by a preponderance of the evidence, that defendant's attempt to monopolize caused plaintiffs to suffer antitrust injuries?

Yes" is a finding for plaintiffs. "No" is a finding for defendant.

Yes _____ No _____

24. For any injury you found in response to question , do you find by a preponderance of the evidence that any such injury to plaintiffs was caused by a reduction in competition, acts that would lead to a reduction in competition, or acts that would otherwise harm consumers?

Proceed to Question 16.

V. Plaintiffs' Clayton Act Section 3 Claim

16.25. Did plaintiffs prove, by a preponderance of the evidence, that defendant entered into contracts for the sale of heavy-duty transmissions that constituted de facto exclusive dealing contracts?

"Yes" is a finding for plaintiffs. "No" is a finding for defendant.

Yes _____ No _____

If your answer is "Yes," proceed to Question 17.

If your answer is "No," do not consider any additional questions. Please sign this verdict sheet and inform the court security officer that you have reached a verdict.

17.26. Did plaintiffs prove, by a preponderance of the evidence, that defendant entered into a sufficient number of de facto exclusive dealing contracts such that it substantially lessened competition or tended to create a monopoly in the relevant markets identified in Questions 1 and 2?

Yes" is a finding for plaintiffs. "No" is a finding for defendant.

Yes _____ No _____

If your answer is "Yes," proceed to Question 18.

If your answer is "No," do not consider any additional questions. Please sign this verdict sheet and inform the court security officer that you have reached a verdict.

27. Have plaintiffs proven by a preponderance of the evidence that any contract(s) that you found in question had a harmful effect on competition in a relevant product and geographic market(s)?

Yes _____ No _____

"Yes" is a finding for plaintiffs. "No" is a finding for defendant.

If Yes, please specify any such contract:

Freightliner agreement? Yes No

Volvo/Mack agreement? Yes No

International agreement? Yes No

Paccar agreement? Yes No

Proceed to Question

28. Did defendant prove, by a preponderance of the evidence, that its anticompetitive conduct (as per Question) had competitive benefits?

"Yes" is a finding for plaintiffs. "No" is a finding for defendant.

Yes _____ No _____

If your answer is "Yes," proceed to Question .

If your answer is "No," proceed to Question .

29. Did plaintiffs prove, by a preponderance of the evidence, that the competitive harms outweigh the competitive benefits?

"Yes" is a finding for plaintiffs. "No" is a finding for defendant.

Yes _____ No _____

If your answer is "Yes," proceed to Question .

If your answer is "No," proceed to Question .

~~18. Did plaintiffs prove, by a preponderance of the evidence, that any legitimate business justifications for the de facto exclusive dealing contracts were unreasonable?~~

~~"Yes" is a finding for plaintiffs. "No" is a finding for defendant.~~

~~Yes _____ No _____~~

~~If your answer is "Yes," proceed to Question 19.~~

~~If your answer is "No," do not consider any additional questions. Please sign this verdict sheet and inform the court security officer that you have reached a verdict.~~

19.30. Did plaintiffs prove, by a preponderance of the evidence, that defendant's de facto exclusive dealing contracts caused plaintiffs to suffer antitrust injuries?

"Yes" is a finding for plaintiffs. "No" is a finding for defendant.

Yes _____ No _____

Please sign this verdict sheet and inform the court security officer that you have reached a verdict.

We, the jurors, by signing below, indicate our unanimous verdict.

Jury Foreperson

Juror

Juror

Juror

Juror

Juror

Juror

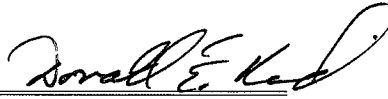
Juror

Juror

Juror

| Dated: October ____, 2009

Respectfully submitted,



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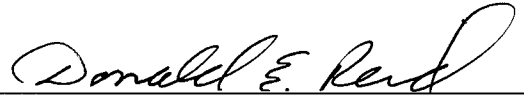
CERTIFICATE OF SERVICE

I, Donald E. Reid, hereby certify that on the 6th day of October, 2009, a copy of the foregoing was served by hand delivery on the following counsel of record:

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A handwritten signature in cursive script, reading "Donald E. Reid", written in black ink over a horizontal line.

Donald E. Reid (#1058)